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6 Attorneys for Defendants  
7 OAKLAND UNIFIED SCHOOL DISTRICT,  
KIMBERLY STATHAM and GOVERNING BOARD OF  
THE OAKLAND UNIFIED SCHOOL DISTRICT

8 IN THE UNITED STATES DISTRICT COURT

9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10 FARM MENG SAEPHAN,

Case No. C 06 4428 JCS

11 Plaintiff,

12 vs.

13 OAKLAND UNIFIED SCHOOL DISTRICT;  
14 KIMBERLY STATHAM, State Administrator of the  
Oakland Unified School District; GOVERNING  
15 BOARD OF THE OAKLAND UNIFIED SCHOOL  
DISTRICT,

16 Defendants.

**NOTICE AND [PROPOSED] ORDER OF  
DISMISSAL OF ENTIRE ACTION WITH  
PREJUDICE**

**[Fed.R.Civ.P. 41(a)(2)]**

17  
18 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

19 PLEASE TAKE NOTICE that Plaintiff FARM MENG SAEPHAN ("Plaintiff") and Defendants  
20 OAKLAND UNIFIED SCHOOL DISTRICT; KIMBERLY STATHAM; and GOVERNING BOARD OF  
21 THE OAKLAND UNIFIED SCHOOL DISTRICT (collectively "Defendants") (Plaintiff and Defendants  
22 are collectively referred to hereinafter as the "Parties"), have entered into and duly executed a  
23 binding and enforceable Settlement Agreement ("Agreement") in the above-entitled matter  
24 ("Action").

25 Pursuant to the primary terms of the Agreement, Defendants have *inter alia* paid Plaintiff the  
26 sum of eighty-thousand dollars (\$80,000.00) but have not admitted liability for any of the matters

1 alleged in the Action; the Parties have entered into a mutual general release of claims; Defendants  
2 have agreed that Plaintiff is the prevailing party in this Action for purposes of moving for her  
3 attorneys' fees and costs, and that Defendants shall pay Plaintiff's reasonable attorneys' fees and  
4 costs incurred in the Action and in litigating her motion for attorneys' fees and costs; the Parties  
5 have agreed that certain aspects of the Agreement shall remain confidential; and the Parties have  
6 proposed a fee motion briefing schedule (as set forth in the Joint Stipulation filed by the Parties and  
7 approved by the Court on June 10, 2008).

8 Therefore, by and through their respective counsel of record, the Parties hereby request that  
9 the Court enter an order dismissing this Action in its entirety with prejudice. The Parties further  
10 request that the Court retain jurisdiction over Plaintiff's motion for fees and costs and over  
11 enforcement of the terms of their Agreement.

12 Dated: July 16, 2008

DEBORAH A. COOKSEY  
General Counsel

14 By: /s/  
15 Deborah A. Cooksey  
16 Attorneys for Defendants

17 Dated: July 16, 2008

THE LEGAL AID SOCIETY  
Christopher Ho

19 By: /s/  
20 Christopher Ho  
21 Attorneys for Plaintiff

## **ORDER OF DISMISSAL**

The request of Plaintiff and Defendants to dismiss the above-captioned Action as settled by the Parties with prejudice pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure is before the Court. After consideration and approval of the primary terms of the Settlement Agreement incorporated in the Parties' Notice of Dismissal of Entire Action with Prejudice ("Notice"), this Court finds that this joint request should be granted.

IT IS, THEREFORE, ORDERED that this Action is dismissed in its entirety with prejudice.

FURTHERMORE, the Court expressly incorporates into this Order the primary terms of the Agreement as set forth in the Notice and expressly retains jurisdiction over this Action for purposes of enforcing the Agreement and this Order, as well as hearing Plaintiff's motion for fees and costs.

**IT IS SO ORDERED.**

Dated: July 27, 2008

The image shows the official seal of the United States District Court for the Northern District of California. It is a circular seal with a double-line border. The outer ring contains the text "UNITED STATES DISTRICT COURT" at the top and "THE NORTHERN DISTRICT OF CALIFORNIA" at the bottom. In the center of the seal is a rectangular box with a double-line border. Inside this box, the name "Judge Joseph C. Spero" is written in a cursive, blue ink signature. The signature is written over the rectangular box, partially overlapping the outer border of the seal.